

**Regional District of Nanaimo Board – Meeting Date: January 9, 2024**

*This document contains closed 'in-camera' meeting decisions that have been released because they are no longer considered sensitive.*

**Property Acquisition 3483 Hallberg Road Cassidy, for Electoral Area A Community Park**

24-IC-009

It was moved and seconded:

1. That the Regional District of Nanaimo Board approve the Offer to Purchase Agreement for 3483 Hallberg Road.
2. That the Regional District of Nanaimo Board authorize the Board Chair and Corporate Officer to sign the necessary documents to complete the transfer of 3483 Hallberg Road.

CARRIED UNANIMOUSLY

Released: March 1, 2024



## RECOMMENDATIONS

1. That the Regional District of Nanaimo Board approve the Offer to Purchase Agreement for 3483 Hallberg Road.
2. That the Regional District of Nanaimo Board authorize the Board Chair and Corporate Officer to sign the necessary documents to complete the transfer of 3483 Hallberg Road.

## RATIONALE FOR ACQUISITION

At the November 28, 2023, Regional District of Nanaimo Board In Camera meeting the following resolutions were approved:

*That staff be directed to explore and negotiate an Offer for Purchase of 3483 Hallberg Road (Lot 5, District Lot 7, Bright District, Plan 26231), for use as an Electoral Area 'A' community park.*

*That following negotiations staff report back to the Board for approval of the Offer to Purchase Agreement for 3483 Hallberg Road.*

The subject property is zoned Residential 2 zone (R2) and designated in the Official Community Plan as Cassidy Rural Village. The property is currently improved with a 1974 manufactured home as well as a wood frame outbuilding of 245 sq ft. The home has been heated with an oil-based furnace via an above ground oil tank and is connected to a septic system located on the property. Water is available via an on-site well.

The property was publicly listed by Re/Max Generation (LD) for \$450,000. This listing value is supported by the 2023 assessed value of \$471,800 comprised of \$426,000 land and \$45,800 improvement.

Staff have negotiated an Offer for Purchase with the seller which requires Board approval by January 19, 2024 (Attachment 2- Accepted Offer for Purchase). An offer of \$420,000 was accepted by the seller.

The purchase price is \$420,000, with a completion date on or before January 31, 2024. [REDACTED]

[REDACTED] The fence would be approximately 180 linear feet long and 6 feet in height, constructed out of wood panels.

Once acquired, the property will be developed as a community park, which is allowed within the current zoning. There will be costs associated with building disposal and site preparation, which will be factored into the overall park development budget.

**PROPERTY DATA**

<b>1</b>	<b>Property address</b>	3483 Hallberg Road, Cassidy
<b>2</b>	<b>PID</b>	002-731-967
<b>3</b>	<b>Legal description</b>	Lot 5, District Lot 7, Bright District, Plan 26231
<b>4</b>	<b>RDNID</b>	2503
<b>5</b>	<b>Charges on title</b>	Exception and Reservation M76300
<b>6</b>	<b>Size (acres/ha)</b>	0.41acres/
<b>7</b>	<b>Property type (e.g., improved/vacant)</b>	Improved with manufactured home
<b>8</b>	<b>Lot features</b>	Flat, some mature trees
<b>9</b>	<b>Current use</b>	Residential
<b>10</b>	<b>Current zoning</b>	Residential 2
<b>11</b>	<b>OCP designation</b>	Cassidy rural Village
<b>12</b>	<b>DPA</b>	Eagle and heron nesting Trees, farmland protection, Aquifers, Cassidy, Freshwater and Fish habitat
<b>13</b>	<b>ALR</b>	No
<b>14</b>	<b>Archeological potential</b>	unknown
<b>15</b>	<b>Proposed future use</b>	Community Park
<b>16</b>	<b>Future zoning</b>	RS2
<b>17</b>	<b>BC Assessment's assessed value (year)</b>	\$471,800 (2023)
<b>19</b>	<b>Purchase price</b>	\$420,000
<b>20</b>	<b>Conditions of offer</b>	Conditional of Board Approval, RDN constructing a wooden fence between 3483 Hallberg Road and 3491 Hallberg Road
<b>21</b>	<b>Restrictions on purchase</b>	
<b>22</b>	<b>Completion date</b>	January 31, 2024
<b>23</b>	<b>Funding sources</b>	Electoral Area A community parks cash-in-lieu reserves
<b>24</b>	<b>Financial implications of purchase (e.g., impact on service areas)</b>	
<b>25</b>	<b>Other considerations</b>	

**FINANCIAL IMPLICATIONS**

The purchase price for 3483 Hallberg Road, is \$420,000. There is a deposit payable by January 19, 2024, or earlier of \$15,000 after preconditions of obtaining Board Approval have been removed. In addition to the purchase price, \$4,150 is estimated for professional fees for legal and surveying and \$1,747 is estimated for property taxes (Table 1). The actual property tax assessment amount will not be available until May of 2024 and the RDN will be responsible for eleven months due to the timing of the sale. Effective 2025, the RDN will be exempt from paying property taxes.

Table 1: Acquisition Costs

Purchase price	\$420,000
Legal and professional Costs	\$4,150
Property Taxes (based on 2023 taxes)	\$1,747
Total Cost of Acquisition	\$425,897

It is anticipated that the associated costs for preparing the land for suitability as a community park will be up to \$79,000 which includes fencing, decommissioning of existing well and septic, grading of the site, removal of danger trees, and removal and disposal of the manufactured home. However, these costs may be greatly reduced if a buyer can be found for the manufactured home (Table 2).

Table 2: Improvement Costs

Fences and sheds demo, wood fence installation, septic field remediation, land grading, removal of danger trees, potential trailer demo, site preparation	\$79,000
Total Improvement Costs	\$79,000

Funding has been allocated in the 2024-2028 Financial Plan in the amount of \$779,979 to provide for acquisition of park lands in Electoral Area ‘A’, with \$350,000 to be funded from borrowing and the balance to be funded from EA A Parks Cash-in-Lieu reserves. With \$426,000 of this total budget earmarked for the purchase of the land and improvements, there remains \$353,979 available for other potential parkland acquisitions in Electoral Area A.

If this land acquisition goes through and the community park is developed, \$300,000 has been allocated in the 2025 Electoral Area A Community Parks budget for costs associated with the development of a playground utilizing Community Works Funds. Additional operations and maintenance costs for this new community park will be added in the 2025 Electoral Area A Community operations budget once project design details are confirmed. It is anticipated that landscape maintenance will be included in the external landscape contract and in-house maintenance and inspections will be completed by a Parks Technician.

**STRATEGIC PLAN ALIGNMENT**

Planning and Managing for Growth - Understand and develop an inter-connected framework of strategies and plans to manage growth to support complete communities, including planning, transportation, infrastructure, and fiscal sustainability.

**REVIEWED BY:**

A. Gore, Superintendent of Parks Planning and Development  
R. Daykin, Manager, Parks Services  
T. Moore, Chief Financial Officer  
T. Osborne, General Manager, Recreation and Parks Services  
E. Tian, Acting Chief Administrative Officer

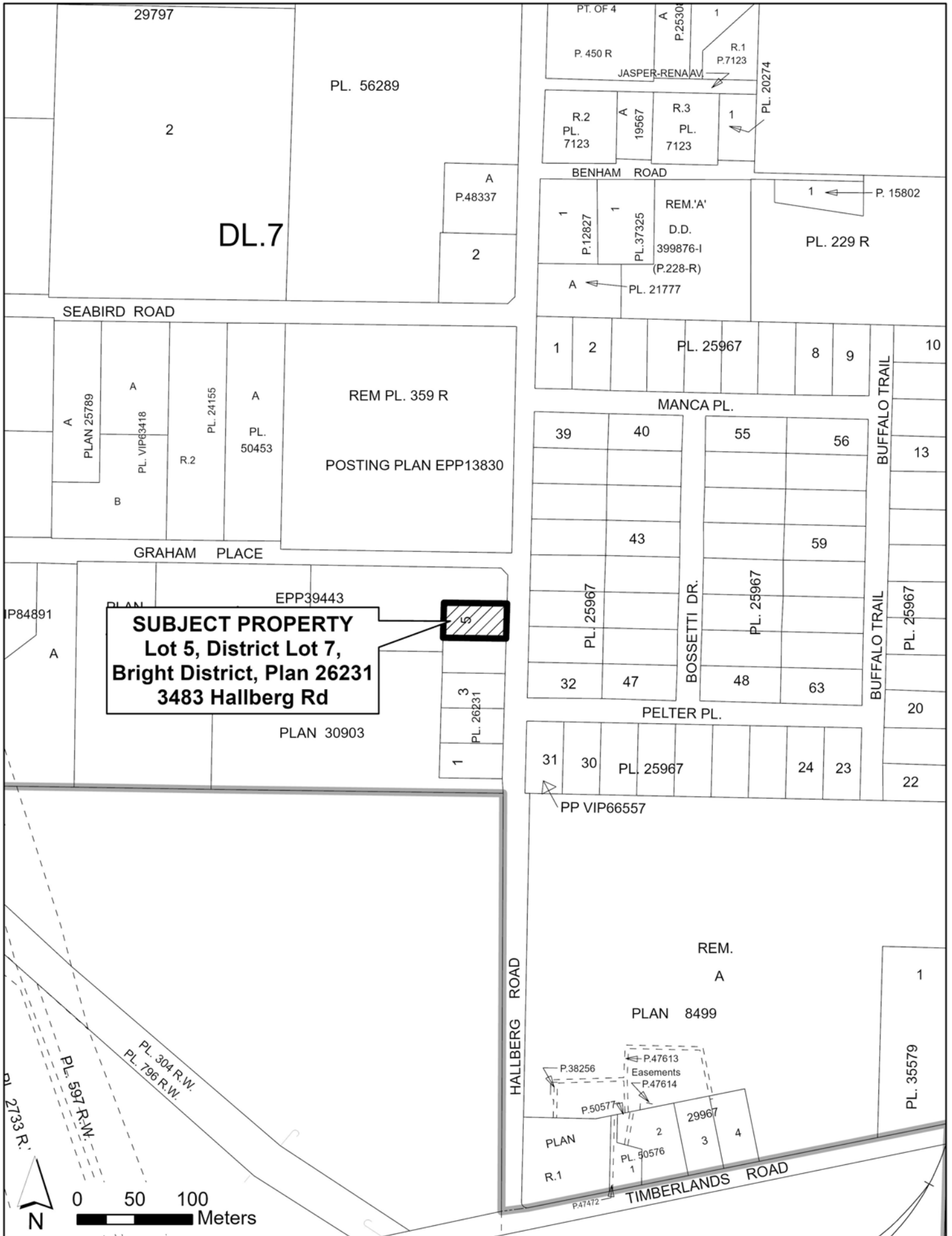
**ATTACHMENTS**

1. Attachment 1 – 3483 Hallberg Rd. Location Map
2. Attachment 2 - Accepted Offer Hallberg Rd.

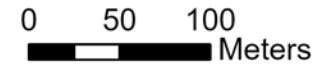
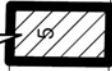
**RISE AND REPORT PUBLIC**

That the Board authorize staff to rise and report to the seller regarding the authorization of the Chair and Corporate Officer to sign the agreement.

This report can be released to the public after all negotiations are complete and ratified.



**SUBJECT PROPERTY**  
**Lot 5, District Lot 7,**  
**Bright District, Plan 26231**  
**3483 Hallberg Rd**



## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL**

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
  - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
  - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged not to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the buyer are taking

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE  
**RESIDENTIAL** (continued)

out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

**Costs to be Borne by the Seller**

Lawyer or notary Fees and Expenses:  
 - attending to execution documents  
 Costs of clearing title, including:  
 - investigating title,  
 - discharge fees charged by  
 encumbrance holders,  
 prepayment penalties.  
 Real Estate Commission (plus GST).  
 Goods and Services Tax (if applicable).

**Costs to be Borne by the Buyer**

Lawyer or notary Fees and Expenses:  
 - searching title,  
 - drafting documents.  
 Land Title Registration fees.  
 Survey Certificate (if required).  
 Costs of Mortgage, including:  
 - mortgage company's lawyer/notary,  
 - appraisal (if applicable),  
 - Land Title Registration fees.  
 Fire Insurance Premium.  
 Sales Tax (if applicable).  
 Property Transfer Tax.  
 Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the seller and the buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.





THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

### CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Generation (LD) DATE: December 18 2023  
 ADDRESS: 640 Trans Canada Highway Ladysmith BC V9G1A7 PHONE: (250) 245-3700  
 PREPARED BY: BAILEY ELLIS PREC\* MLS® NO: 943706

BUYER: Regional District of Nanaimo SELLER: [REDACTED]  
 BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
 BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_ PC: \_\_\_\_\_ PC: \_\_\_\_\_

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 27.

**PROPERTY:**

3483 Hallberg Rd  
 UNIT NO. ADDRESS OF PROPERTY  
Cassidy BC V9G 1J9  
 CITY/TOWN/MUNICIPALITY POSTAL CODE  
002-731-967  
 PID OTHER PID(S)

Lot 5, DL 7, Bright District, Plan 26231

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The Purchase Price of the Property will be \$420,000.00  
Four Hundred Twenty Thousand  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ DOLLARS (Purchase Price).

If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ 1,050.00

\_\_\_\_\_ (Rescission Amount). The foregoing Rescission Amount is set out herein for notice purposes only and, to the extent there is an inconsistency between the foregoing sentence and the Home Buyer Rescission Period Regulation, the latter will govern and prevail. The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

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BUYER'S INITIALS

[REDACTED]		
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SELLER'S INITIALS

3483 Hallberg Rd

Cassidy

BC V9G 1J9 PAGE 2 of 9 PAGES

PROPERTY ADDRESS

- 2. **DEPOSIT:** A deposit of \$15,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: \_\_\_\_\_  
UPON FINAL SUBJECT REMOVAL

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque except as otherwise set out in this Section 2 and will be delivered in trust to YOUNG ANDERSON BARRISTERS AND SOLICITORS

\_\_\_\_\_ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

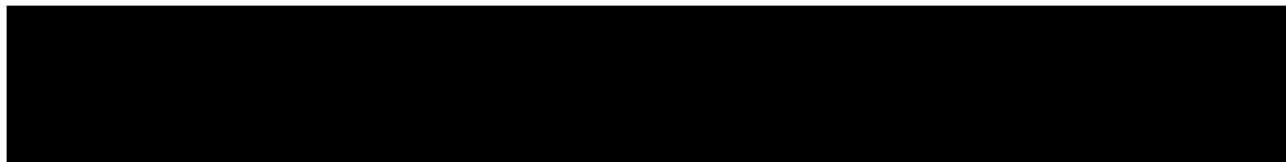
- A. the Conveyancer is a Lawyer or Notary;
- B. such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and
- C. if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

- 3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

Subject to the buyers obtaining RDN board approval on or before JANUARY 19, 2024. This condition is for the sole benefit of the buyer(s).

If the buyer obtains RDN board approval on or before JANUARY 19, 2024 to proceed with this contract of purchase and sale, the buyer will provide the seller with written confirmation that the RDN board chair and corporate officer have authority to enter into this contract of purchase and sale.



Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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BUYER'S INITIALS

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PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:



As per Contract of Purchase and Sale Section 21. AGENCY DISCLOSURE Sub Section A, the Seller has an agency relationship with: Carol Warkentin Personal Real Estate Corporation and Bailey Ellis Personal Real Estate Corporation.

The Buyer and Seller agree that in consideration of payment of \$1.00 from the Buyer to the Seller, the manufactured home located on the Property with the registration number 022639 and the serial number 1416 (the "Manufactured Home") will be transferred from the Seller to the Buyer on the Completion Date. The Buyer and the Seller agree to execute all documentation necessary to effect the foregoing Manufactured Home transfer.

The Seller represents and warrants to the Buyer that the Manufactured Home is not subject to any tenancy agreement and that no person is living in the Manufactured Home.

The Seller represents and warrants to the Buyer that the Manufactured Home is free and clear of all security interests, charges and encumbrances of every kind whatsoever.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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BUYER'S INITIALS

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3483 Hallberg Rd Cassidy BC V9G 1J9 PAGE 4 of 9 PAGES

PROPERTY ADDRESS

- 4. **COMPLETION:** The sale will be completed on January 31, yr. 2024  
(Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ o'clock \_\_\_\_m. on January 31, yr. 2024 (Possession Date) or, subject to the following existing tenancies, if any:  
VACANT. POSSESSION TO OCCUR UPON REGISTRATION
- 6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of January 31, yr. 2024 (Adjustment Date).
- 7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

AS IS, WHERE IS

**BUT EXCLUDING:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on December 11, yr. 2023
- 9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
- 10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing:
  - A. particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return);
  - B. a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and

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BUYER'S INITIALS

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PROPERTY ADDRESS

C. if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has:

- A. made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and
- B. fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and
- C. made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

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JH	VC	

BUYER'S INITIALS

		S INITIALS

PROPERTY ADDRESS

18. REPRESENTATIONS AND WARRANTIES: There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. PERSONAL INFORMATION: The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the Managing Broker(s), Associate Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

- A. for all purposes consistent with the transaction contemplated herein;
- B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

The personal information provided by the Buyer and Seller may be stored on databases outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 27(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract:

- A. must not be assigned without the written consent of the Seller; and
- B. the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with BAILEY ELLIS PERSONAL REAL ESTATE CORPORATION  
DESIGNATED AGENT(S)  
CAROL WARKENTIN PERSONAL REAL ESTATE CORPORATION  
who is/are licensed in relation to RE/MAX GENERATION  
BROKERAGE

--	--	--

INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with \_\_\_\_\_  
DESIGNATED AGENT(S)  
\_\_\_\_\_ who is/are licensed in relation to \_\_\_\_\_  
BROKERAGE

DS JA	DS VC	
----------	----------	--

BUYER'S INITIALS

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S INITIALS



PROPERTY ADDRESS


INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFA form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with \_\_\_\_\_ DESIGNATED AGENT(S) who is/are licensed in relation to \_\_\_\_\_ BROKERAGE having signed a dual agency agreement with such Designated Agent(s) dated \_\_\_\_\_

DS	DS
JH	VC

INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFA form "Disclosure of Risks to Unrepresented Parties" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

DS	DS
JH	VC

BUYER'S INITIALS



The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

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INITIALS



23. **DISCLOSURE OF BUYER'S RESCISSION RIGHT:** The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.

DS	DS
JH	VC

BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
  - (i) residential real property that is located on leased lands;
  - (ii) a leasehold interest in residential real property;
  - (iii) residential real property that is sold at auction;
  - (iv) residential real property that is sold under a court order or the supervision of the court; and
  - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

DS DS  
 JH VC  
 BUYER'S INITIALS

[Redacted] [Redacted]  
 [Redacted] INITIALS

24. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

25. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

26. **OFFER:** This offer, or counter-offer, will be open for acceptance until 5:00 o'clock p.m. on ~~19~~ 20 day of December yr. 2023 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

YES DS DS  
 JH VC  
 INITIALS

NO [Redacted]  
 INITIALS

DocuSigned by:  
 Jacqueline Hill  
 BUYER  
 GFA0CAA59D9F4A2...  
 Regional District of Nanaimo  
 PRINT NAME  
 \_\_\_\_\_  
 WITNESS

DocuSigned by:  
 Vanessa Craig  
 BUYER  
 AF2299C5EFD4436...  
 \_\_\_\_\_  
 PRINT NAME  
 \_\_\_\_\_  
 WITNESS

SEAL  
 \_\_\_\_\_  
 BUYER  
 \_\_\_\_\_  
 PRINT NAME  
 \_\_\_\_\_  
 WITNESS

DS DS  
 JH VC  
 BUYER'S INITIALS

[Redacted] [Redacted]  
 [Redacted] INITIALS



3483 Hallberg Rd

Cassidy

BC V9G 1J9 PAGE 9 of 9 PAGES

PROPERTY ADDRESS

27. ACCEPTANCE: The Seller:

- A. hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above,
- B. agrees to pay a commission as per the Listing Contract, and
- C. authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion.

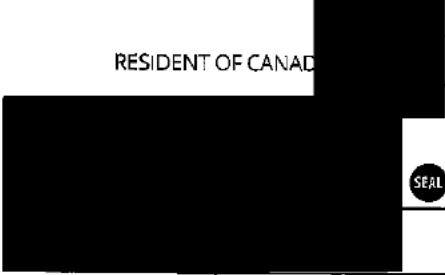
Seller's acceptance is dated this 20 day of December yr. 2023

The Seller declares their residency as defined under the *Income Tax Act*:

RESIDENT OF CANADA

NON-RESIDENT OF CANADA

INITIALS



SEAL

SEAL

SEAL

SELLER

SELLER

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

**NOTICE FOR BUYER'S RESCISSION RIGHT:** If the Buyer is entitled to exercise the Rescission Right, the Seller's (or the Seller's appointee's) mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: [Redacted] C/O BAILEY ELLIS AT CAROL WARKENTIN AND ASSOCIATES RE/MAX GENERATI

Address: 640 TRANS CANADA HWY, LADYSMITH, BC, V9G 1A7

Email: bailey@itscarol.com

Fax: n/a

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the *Home Buyer Rescission Period Regulation*.

The date of acceptance of this Contract is December 20, 2023 (the "Final Acceptance Date") being the date that the last party executed and delivered this Contract and, if applicable, based on the foregoing the date by which the Buyer must exercise the Rescission Right is December 27, 2023.

The foregoing sentence is not a term of the Contract and is included for notice purposes only and, to the extent there is an inconsistency between the foregoing and the *Home Buyer Rescission Period Regulation* and the latter will govern and prevail.

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®)



SEARCH RESULT Manufactured Home Act

as of December 08, 2023 at 15:12:10

M.H. Reg: 022639

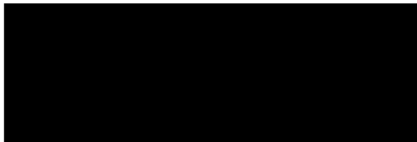
Current Status: REGISTERED

Attn/Ref #:

Searching Party: YOUNG ANDERSON

Registered Owner(s)

Name: Address:



Tenancy type: SOLE OWNER

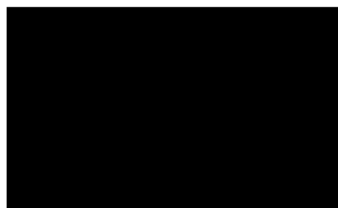
Registered Location

Lot: 5 District Lot: 7 Land Dist: BRIGHT Plan: 26231 Street No: Street Name: HALBERG ROAD Town/City: CASSIDY Prov: BC

Description of Manufactured Home

Manufacturer: GLENDALE Make/Model: MONTROSE Year: 1974 Serial No: 1416 CSA Number: Date of Eng. Report:

No. of Sections: 1 Length: 68' Width: 12' CSA Standard: Eng. Name:



DS JH

DS VC

**TITLE SEARCH PRINT**

File Reference:

Declared Value \$150000

2023-07-28, 08:47:17

Requestor: Carol Warkentin

**\*\*CURRENT AND CANCELLED INFORMATION SHOWN\*\***

**Land Title District**

Land Title Office

VICTORIA

VICTORIA

**Title Number**

From Title Number

CA4951012

EB102058

**Application Received**

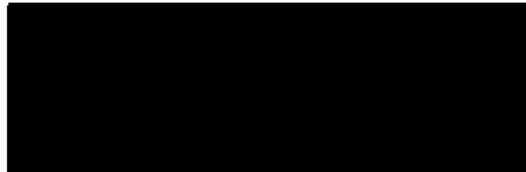
2016-01-27

**Application Entered**

2016-01-29

**Registered Owner In Fee Simple**

Registered Owner/Mailing Address:



**Taxation Authority**

Nanaimo/Cowichan Assessment Area

**Description of Land**

Parcel Identifier:

002-731-967

Legal Description:

LOT 5, DISTRICT LOT 7, BRIGHT DISTRICT, PLAN 26231

**Legal Notations**

NONE

**Charges, Liens and Interests**

Nature:

EXCEPTIONS AND RESERVATIONS

Registration Number:

M76300

Registered Owner:

ESQUIMALT AND NANAIMO RAILWAY COMPANY  
INTER ALIA

Remarks:

AFB 9.693.7434A; DD 70567N; 46818G;  
SECTION 172(3); FOR ACTUAL DATE AND TIME  
OF REGISTRATION SEE ORIGINAL GRANT FROM  
E & N RAILWAY COMPANY  
FOR ACTUAL DATE AND TIME OF REGISTRATION SEE  
ORIGINAL GRANT FROM E & N RAILWAY COMPANY

**Duplicate Infeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

Title Number: CA4951012

TITLE SEARCH PRINT



**TITLE SEARCH PRINT**

File Reference:

Declared Value \$150000

2023-07-28, 08:47:17

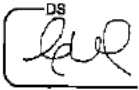
Requestor: Carol Warkentin

**Pending Applications**

NONE

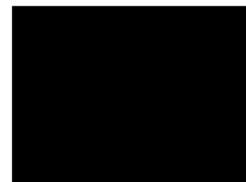
**Corrections**

ET62424A CHARGE OWNER NAME CORRECTED M76300 2002-06-05 09:30:00

<sup>DS</sup>  


<sup>DS</sup>  


<sup>DS</sup>  

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

2023-07-28, 08:47:39

File Reference:

Requestor: Carol Warkentin

PARCEL IDENTIFIER (PID): 002-731-967

SHORT LEGAL DESCRIPTION: S/26231/////5  
MARG:

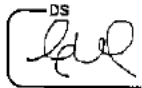
TAXATION AUTHORITY:  
1 Nanaimo/Cowichan Assessment Area

FULL LEGAL DESCRIPTION: CURRENT  
LOT 5, DISTRICT LOT 7, BRIGHT DISTRICT, PLAN 26231

MISCELLANEOUS NOTES:

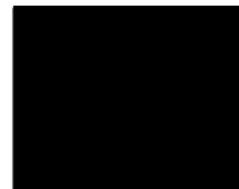
ASSOCIATED PLAN NUMBERS:  
SUBDIVISION PLAN VIP26231

AFB/IPB: MN: N PE: 0 SL: 1 TI: 1

<sup>DS</sup>  


<sup>DS</sup>  


<sup>DS</sup>  

PARCEL INFORMATION & MISCELLANEOUS NOTES PRINT

2023-07-28, 08:47:39

File Reference:

Requestor: Carol Warkentin

PARCEL IDENTIFIER (PID): 002-731-967

SHORT LEGAL DESCRIPTION: S/26231/////5

MARG:

TAXATION AUTHORITY:

1 Nanaimo/Cowichan Assessment Area

FULL LEGAL DESCRIPTION: CURRENT

LOT 5, DISTRICT LOT 7, BRIGHT DISTRICT, PLAN 26231

MISCELLANEOUS NOTES:

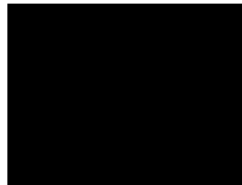
ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN VIP26231

AFB/IPB: MN: N PE: 0 SL: 1 TI: 1

DS  
JA

DS  
VC



# PROPERTY DISCLOSURE STATEMENT RESIDENTIAL



Date of disclosure: July 28 2023

The following is a statement made by the Seller concerning the premises located at:

**ADDRESS:** 3483 Hallberg Road Ladysmith

V9G 1J9 (the "Premises")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this Property Disclosure Statement and where uncertain should reply "Do Not Know." This Property Disclosure Statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the Seller and the Buyer.	<b>THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.</b>			
	YES	NO	DO NOT KNOW	DOES NOT APPLY

**1. LAND**

A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?				
B. Are you aware of any existing tenancies, written or oral?				
C. Are you aware of any past or present underground oil storage tank(s) on the Premises?				
D. Is there a survey certificate available?				
E. Are you aware of any current or pending local improvement levies/charges?				
F. Have you received any other notice or claim affecting the Premises from any person or public body?				

**2. SERVICES**

A. Please indicate the water system(s) the Premises use: <input type="checkbox"/> A water provider supplies my water (e.g., local government, private utility) <input type="checkbox"/> I have a private groundwater system (e.g., well) <input type="checkbox"/> Water is diverted from a surface water source (e.g., creek or lake) <input type="checkbox"/> Not connected Other _____				
B. If you indicated in 2.A. that the Premises have a private groundwater or private surface water system, you may require a water licence issued by the provincial government.				
(i) Do you have a water licence for the Premises already?				
(ii) Have you applied for a water licence and are awaiting response?				
C. Are you aware of any problems with the water system?				
D. Are records available regarding the quality of the water available (such as geochemistry and bacteriological quality, water treatment installation/maintenance records)?				

DS JA	DS VC
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BUYER'S INITIALS

[Redacted]	[Redacted]
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SELLER'S INITIALS

July 28, 2023

DATE OF DISCLOSURE

ADDRESS: 3483 Hallberg Road Ladysmith

V9G 1J9

2. SERVICES (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
E. Are records available regarding the quantity of the water available (such as pumping test or flow tests)?				
F. Indicate the sanitary sewer system the Premises are connected to: <input type="checkbox"/> Municipal <input type="checkbox"/> Community <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon <input type="checkbox"/> Not Connected Other _____				
G. Are you aware of any problems with the sanitary sewer system?				
H. Are there any current service contracts; (i.e., septic removal or maintenance)?				
I. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				

**3. BUILDING**

A. To the best of your knowledge, are the exterior walls insulated?				
B. To the best of your knowledge, is the ceiling insulated?				
C. To the best of your knowledge, have the Premises ever contained any asbestos products?				
D. Has a final building inspection been approved or a final occupancy permit been obtained?				
E. Has the fireplace, fireplace insert, or wood stove installation been approved: (i) <input type="checkbox"/> by local authorities? (ii) <input type="checkbox"/> by a WETT certified inspector?				
F. Are you aware of any infestation or unrepaired damage by insects, rodents or bats?				
G. Are you aware of any structural problems with any of the buildings?				
H. Are you aware of any additions or alterations made in the last 60 days?				
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?				
J. Are you aware of any problems with the heating and/or central air conditioning system?				
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?				
L. Are you aware of any damage due to wind, fire or water?				

BS BS  
 JA VC

BUYER'S INITIALS

[Redacted]

SELLER'S INITIALS

BC1002 REV. JAN 2023

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July 28, 2023  
DATE OF DISCLOSURE

ADDRESS: 3483 Hallberg Road Ladysmith

V9G 1J9

3. BUILDING (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: _____ years)				
N. Are you aware of any problems with the electrical or gas system?				
O. Are you aware of any problems with the plumbing system?				
P. Are you aware of any problems with the swimming pool and/or hot tub?				
Q. Do the Premises contain unauthorized accommodation?				
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?				
S. Were these Premises constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , within the last 10 years? (If so, attach required Owner Builder Disclosure Notice.)				
T. Are these Premises covered by home warranty insurance under the <i>Homeowner Protection Act</i> ?				
U. Is there a current "EnerGuide for Houses" rating number available for these premises? (i) If yes, what is the rating number? _____ (ii) When was the energy assessment report prepared? _____ (DD/MM/YYYY)				
V. To the best of your knowledge, has the premises been tested for radon? (i) If yes, was the most recent test: <input type="checkbox"/> short term or <input type="checkbox"/> long term (more than 90 days) Level: _____ <input type="checkbox"/> bq/m3 <input type="checkbox"/> pCi/L on _____ date of test (DD/MM/YYYY)				
W. Is there a radon mitigation system on the Premises? (i) If yes, are you aware of any problems or deficiencies with the radon mitigation system?				

4. GENERAL

A. Are you aware if the Premises have been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?				
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DS DS  
  
 BUYER'S INITIALS

SELLER'S INITIALS  


BC1002 REV. JAN 2023

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July 28, 2023  
DATE OF DISCLOSURE

ADDRESS: 3483 Hallberg Road Ladysmith

V9G 1J9

4. GENERAL (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
<p>B. Are you aware of any latent defect in respect of the Premises? For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Premises that renders the Premises: (a) dangerous or potentially dangerous to occupants; or (b) unfit for habitation.</p>				
<p>C. Are you aware if the property, or any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the Heritage Conservation Act or under municipal legislation?</p>				

**5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary)**

Properties has been used as a rental. Seller does not reside in home - Buyer to complete their own due diligence.

The Seller states that the information provided is true, based on the Seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the Seller will be disclosed by the Seller to the Buyer prior to closing. The Seller acknowledges and agrees that a copy of this Property Disclosure Statement may be given to a prospective Buyer.

**PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.**



\_\_\_\_\_  
SELLER(S)

\_\_\_\_\_  
SELLER(S)

The Buyer acknowledges that the Buyer has received, read and understood a signed copy of this Property Disclosure Statement from the Seller or the Seller's brokerage on the \_\_\_\_\_ day of \_\_\_\_\_ 2023-12-19 | 4:43 PM PST.

The prudent Buyer will use this Property Disclosure Statement as the starting point for the Buyer's own inquiries.

**The Buyer is urged to carefully inspect the Premises and, if desired, to have the Premises inspected by a licensed inspection service of the Buyer's choice.**

**The Buyer acknowledges that all measurements are approximate.**

DocuSigned by:  
Jacquie Hill  
BUYER(S)

DocuSigned by:  
Vanessa Craig  
BUYER(S)

\_\_\_\_\_  
BUYER(S)

The Seller and the Buyer understand that neither the Listing nor Selling Brokerages or their Managing Brokers, Associate Brokers or Representatives warrant or guarantee the information provided about the Premises.

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).